

COLLABORATIVE ARRANGEMENT
BETWEEN
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
AND
THE EUROPEAN ASSOCIATION OF NATIONAL METROLOGY INSTITUTES
FOR
COOPERATION IN THE FIELDS OF METROLOGY
AND MEASUREMENT STANDARDS

PURPOSE:

The National Institute of Standards and Technology (NIST) and the European Association of National Metrology Institutes (EURAMET) hereafter referred to individually as “the Party” or collectively as the “the Parties”, desire to enter into a non-binding Collaboration Arrangement concerning cooperation on scientific research on measurement standards to contribute more effectively to the development and availability of international measurement standards.

The Arrangement has the following objectives:

- To cooperate, where beneficial, to both Parties in measurement sciences,
- To facilitate the common understanding of scientific and technical issues for advancing the international comparability and reliability of measurements.

WHEREAS:

1. The Parties wish to develop a formal relationship that permits cooperative research in areas of mutual interest in the measurement sciences in order to enhance the capabilities of each Party to carry out its mission.
2. EURAMET’S mission is to serve the promotion of science and European cooperation in the field of metrology.
3. NIST’s mission is to promote U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology in ways that enhance economic security and improve the quality of life.
4. NIST enters into this Arrangement pursuant to the authorities granted by Title 15 USC Section 272 et seq.
5. This Arrangement is a statement of intent of the Parties to cooperate and is not legally binding.

HAVE AGREED AS FOLLOWS:

ARTICLE 1 – COOPERATIVE ACTIVITIES

- 1.1 Cooperative activities on the part of EURAMET will be performed by the EURAMET members or associates. Therefore any planned activity and its execution will have to be approved by the participating NMIs in EURAMET. EURAMET will encourage its members and associates to comply with the terms and conditions of this Memorandum and of specific project agreements according to 1.3.
- 1.2 To achieve fully the objectives of this Arrangement, NIST and EURAMET intend to take the following actions where deemed relevant and beneficial to both Parties:
- To establish a work plan (updated when needed) detailing specific joint project co-operation and other activities, such as organization of workshops or conferences,
 - To identify jointly crucial issues for measurements comparability and reliability at the global level,
 - To initiate and to maintain a dialogue for developing research projects of mutual interest,
 - To exchange appropriate scientific and technological information and staff,
 - To share, where appropriate, specific capabilities,
 - To work jointly together and with other national metrology institutes to develop activities for the further international understanding and acceptance of metrology in various fields of measurements.
- 1.3 The Parties intend to exchange research results where relevant and to conduct, if deemed advantageous, joint seminars, workshops and conference sessions subject to terms and conditions agreed upon between the Parties.
- 1.4 In case of projects consistent with Article 1.2., NIST and EURAMET and/or the participating EURAMET members or associates, may, prior to starting such project and on a case-to-case basis, conclude in advance, a specific written agreement setting up the arrangements related to the project. These agreements will cover technical, legal (including the responsibilities of each Party and intellectual property rights, publicity) and financial aspects as far as necessary.

ARTICLE 2 - RESPONSIBILITIES OF PARTIES

Each Party will be responsible for its own personnel and the performance of its own tasks in activities undertaken pursuant to this Arrangement.

ARTICLE 3 – COORDINATION GROUP

- 3.1. The Parties will establish a Coordination Group to guide projects/activities agreed by the Parties in accordance with Article 1 of the Arrangement. The Group intends to meet as needed (at least biennially) to evaluate past activities, develop plans for future activities, and discuss any matter concerning the functioning of this Arrangement. To this end, NIST and EURAMET will each designate a person to serve as its coordinator with responsibility for planning and coordinating matters.

- 3.2. The coordinator for EURAMET shall be the EURAMET e.V. Secretariat at Bundesallee 100, 38116 Braunschweig, Germany.
- 3.3. The coordinator for NIST shall be the Office of International and Academic Affairs, National Institute of Standards and Technology, 100 Bureau Drive, Stop 1090, Gaithersburg, MD 20899, USA.
- 3.4. All notifications and correspondence under this Arrangement shall be sent to the coordinators.
- 3.5. Parties shall communicate to each other in writing any changes with regard to the officials above mentioned.
- 3.6. The Coordination Group may appoint one or several project managers where appropriate. Each project manager will, for the task as described by the Coordination Group, be responsible for (i) the execution of the plan outlined and agreed by the Coordination Group and (ii) the communication on the projects accepted by the Parties within the framework of this Arrangement.

ARTICLE 4 – FUNDS

- 4.1. All activities conducted pursuant to this Arrangement shall be subject to the availability of appropriated funds, personnel and other resources as well to the applicable laws and regulations, policies and programmes of each Party. No party is required to commit funds to any activity contemplated by this Arrangement.
- 4.2. Each Party shall bear the cost of any expenditure it incurs relating to the performance of its tasks under this Arrangement.
- 4.3. Travel expenses for staff will be funded by their respective Parties.

ARTICLE 5 – NON-BINDING ARRANGEMENT

This Arrangement is a statement of intent of the parties to cooperate as outlined. It does not create legal rights or responsibilities for any party. This Arrangement shall not be the basis of any legal dispute between the parties.

ARTICLE 6 - Information and Data

- 6.1. Each Party may use any information or data resulting from the activities conducted pursuant to this Arrangement for its own internal, non-commercial purposes.
- 6.2. The Parties do not anticipate the exchange of confidential information pursuant to activities planned under this Arrangement. The exchange of confidential information, if any, shall be governed by separate, project-specific, non-disclosure agreements.

ARTICLE 7 – GENERAL PROVISIONS

- 7.1. The relationship of NIST and EURAMET established by this Arrangement is that of independent collaborators and nothing contained in this Arrangement shall be construed to (i) give either Party hereto the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint ventures, principal and agent, employer and employee, co-owners, or otherwise as participants in a joint undertaking, or (iii) allow a Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.
- 7.2. The execution of this Arrangement by the Parties does not create an exclusive relationship and in no way prevents or limits a Party from conducting similar activities (whether or not with third parties) in the same or similar fields.

ARTICLE 8 – EXECUTION AND DURATION

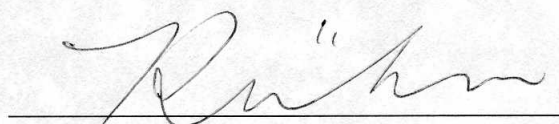
- 8.1. This Arrangement shall begin on the date of its signature by the last Party and is concluded for a period of five (5) years from said date. This Arrangement may be extended or amended only by written agreement signed by the duly authorised representatives of both Parties.
- 8.2. Either Party may terminate this Arrangement at any time upon written notice to the other Party. Activities in progress on the date of such written notice may proceed to completion.
- 8.3. The Parties shall evaluate the implementation of this Arrangement after it has been in effect for two and one-half (2.5) years. On the basis of this evaluation, the Parties may make modifications for the purpose of better fulfilling the objectives of this Arrangement or decide its termination.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective authorities, have signed this Arrangement.

DONE in duplicate in the English language at Braunschweig, on the 22 day of February 2008.

FOR THE NATIONAL INSTITUTE OF
STANDARDS AND TECHNOLOGY

FOR THE EUROPEAN ASSOCIATION OF
NATIONAL METROLOGY INSTITUTES

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